



SMART (Shared MediAtoR Team) Procedures



for EEO Complaints, Grievances, & Workplace Disputes

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SMART General Information

The Greater Los Angeles Federal Executive Board (FEB) EEO Committee sponsored an informal shared mediator effort for a few years involving several local Federal agencies. No records were maintained to assess the success of the mediations.

In 2001, the FEB created a **formal** shared mediator program, **SMART, Shared MediAtoR Team**, a voluntary Alternative Dispute Resolution (ADR) program to resolve local Federal workplace or employment-related disputes, such as EEO complaints and grievances, effectively and efficiently.

- ❖ Requesting agencies receive free trained mediators from other Federal agencies or experienced Pro Bono volunteer mediators from the private sector.
- ❖ Most SMART mediation sessions last eight hours or less.
- ❖ A co-mediation model is used when possible.

The only condition of participation by parties and agencies is completion of feedback forms for two purposes:

1. To achieve the most successful possible program, the FEB needs feedback to assess results and effect improvements.
2. **Office of Personal Management** (OPM) now requires reporting on shared mediator programs, particularly cost savings achieved.

The feedback forms, designed for quick and easy completion, contain check off items primarily.

SMART Procedures (Coordinator)

1. A Federal agency with a workplace dispute e-mails or faxes a completed **SMART Request and Intake Form** to the SMART Coordinator (C).
2. C immediately analyzes the request to determine the best SMART Federal and/or Pro Bono Co-Mediators for the case.
3. C expeditiously contacts the Federal agency ADR Coordinator to request a Federal mediator.
4. After securing the services of a Senior Mediator (SM) and Junior Mediator (JM), C e-mails or faxes them the request information.
5. The co-mediators connect and arrange the mediation date, time, and location with the parties.
6. After the mediation, C receives all settlement agreements and SMART cost and feedback forms and ensures all forms are submitted, maintaining them in a confidential file.
7. C periodically analyzes and reports on overall program results, implementing needed improvements.



SMART Mediator Responsibilities

The SM ensures the following items are accomplished, delegating to the JM when appropriate:

1. Arrange the mediation time and place with the parties or requesting official, faxing or e-mailing the **Consent to Mediation** to ensure they understand the mediation process.
2. To limit **travel costs**, reserve conference space in the home agency of the SM or JM for the mediation.
3. Determine if the requesting agency can pay mediator mileage and parking and how to obtain **reimbursement** if a Federal co-mediator travels.
4. Bring sufficient **copies** of all relevant SMART forms and envelopes addressed to C to the mediation (www.losangeles.feb.gov).
5. Explain to the parties at the beginning of the mediation that
 - ❖ completion of the SMART **Confidential Customer Feedback Form** by both parties at the end of the mediation regardless of outcome (even if the mediation is broken off early) is the one **requirement** to obtain free SMART mediation services and
 - ❖ the purpose of the confidential forms is only to **assess** the effectiveness of SMART mediations and to identify areas needing improvement.
 - ❖ to maintain **confidentiality** parties seal the forms in envelopes or fax them directly to C, who maintains and is the only one to see the forms.
6. At the start, obtain the **Mediation Cost Form** data needed for **OPM** from all Federal employees (parties, representatives, and mediators): Grade/Step, Hours, and Other Costs, e.g., travel.
7. Review with the parties the **Consent to Mediation** before obtaining signatures of the parties and representatives and signing the form as mediator. It helps the parties understand the process. For ordered EEOC mediations, this form is optional.
8. Use the **Settlement Agreement** as a starting point for agreements. On EEOC cases, use EEOC Settlement Agreement formats.
9. At the end of the session, allow time for **Confidential Customer Feedback Form** completion.
10. **Within one work day**, the forms are due to be mailed or faxed (contact info is on the forms) to C.
11. Mention that the SM/JM have no option but to follow up if the forms are not received promptly.

12. Complete the **Confidential Feedback from Mediator Form** at the end of the work on the mediation, which may be after the session.
13. **Within one work day** of completion of work on the mediation, fax or mail (contact info is on the form) to C the completed forms:
 - (1) **Consent to Mediation** (optional for ordered EEOC mediations)
 - (2) **Settlement Agreement**, if any
 - (3) **Mediation Cost Form**
 - (4) **Confidential Feedback from Mediator**
 - (5) **Confidential Customer Feedback** in sealed envelopes unless parties waive confidentiality
 - (6) **Confidential Feedback from Agency Coordinator** if that person is at the mediation.

SMART Mediator Standards

Model Standards of Conduct for Mediators (Model Standards) issued by the American Arbitration Association (AAA); the American Bar Association (ABA); and the Society of Professionals in Dispute Resolution (SPIDR).

1. **Self-Determination:** Self-determination (voluntary choices and uncoerced agreements made by parties) is fundamental to mediation. The mediator gives the parties the opportunity to consider all proposed options.
2. **Impartiality:** Mediator impartiality is central to the continued success of the mediation process.
3. **Conflicts of Interest:** A conflict of interest is a dealing, relationship, or interest in the controversy or its outcome that may create bias or an impression of possible bias. The mediator discloses all actual and potential conflicts that are or could be perceived as prejudicial. If all parties agree to continue, the mediation may proceed. If the conflict of interest casts doubt on the integrity of the process, the mediator declines to proceed.
4. **Confidentiality:** The mediator shall not voluntarily disclose any matter that a party expects to be confidential unless given permission by all parties or unless required by law. Confidentiality does not limit or prohibit the program research or evaluation of SMART.
5. **Quality of the Process:** The mediator has the proper training and experience and conducts the session fairly, diligently, and within the necessary time frames.